

SUMMONS - CIVIL

JD-CV-1 Rev. 10-15

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13**STATE OF CONNECTICUT
SUPERIOR COURT**

www.jud.ct.gov

**See other side for instructions**

- ☐ "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- ☒ "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- ☒ "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350)		Telephone number of clerk (with area code)	Return Date (Must be a Tuesday)
123 Hoyt Street, Stamford, CT 06905		(203) 965-5307	MARCH 28, 2017 Month Day Year
<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session	<input type="checkbox"/> G.A. Number: Stamford	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)	Case type code (See list on page 2) Major: M Minor: 90

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)	Juris number (to be entered by attorney only)
Consumer Law Group LLC, 35 Cold Spring Road, Suite 512, Rocky Hill, CT 06067	414047
Telephone number (with area code)	Signature of Plaintiff (If self-represented)
(860) 571-0408	

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. ☒ Yes ☐ No

Email address for delivery of papers under Section 10-13 (if agreed to)
dblinn@consumerlawgroup.com

Number of Plaintiffs: 1 Number of Defendants: 1 ☐ Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number, Street, P.O. Box, Town, State, Zip, Country, if not USA)	
First Plaintiff	Name: McKiver, Sheila Address: 19 Taylor Drive, Cos Cob, CT 06807	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: Lee, Janet Address: 255 Greenwich Avenue, Greenwich, CT 06830	D-01
Additional Defendant	Name: Address:	D-02
Additional Defendant	Name: Address:	D-03
Additional Defendant	Name: Address:	D-04

Notice to Each Defendant

1. **YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at www.jud.ct.gov under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left Daniel S. Blinn	Date Signed 02/13/2017
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If this Summons is signed by a Clerk:

- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
- b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
- c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
- d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

For Court Use Only	
File Date	

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date	Docket Number
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RETURN DATE: MARCH 28, 2017	:	SUPERIOR COURT
	:	
SHEILA MCKIVER	:	JUDICIAL DISTRICT OF
	:	STAMFORD
	:	
v.	:	
	:	
JANET LEE	:	FEBRUARY 13, 2017

VERIFIED COMPLAINT

FIRST COUNT: VIOLATION OF CONNECTICUT UNFAIR TRADE PRACTICES ACT

1. The Plaintiff, Sheila McKiver, is an individual and a consumer residing in Cos Cob, Connecticut.

2. The Defendant, Janet Lee, is an individual who is believed to be a resident of Greenwich, Connecticut and who does business in that town under the trade name "Greenwich Psychic".

3. Lee claims on her website and elsewhere that she has "psychic ability" and, as part of her "Greenwich Psychic" business, offers to perform tarot card, fortune telling, and past life regression and life coaching services for consumers.

4. Lee does not have psychic abilities, and there is no evidence that such abilities exist.

5. In the spring of 2015, McKiver visited Lee's Greenwich office and paid her a fee of \$200 for a tarot and psychic reading.

6. Lee told McKiver that she sensed a "terrible darkness" surrounding her and urged her to engage in additional urgent and necessary work for an additional cost of \$500.

7. Approximately one year later, when McKiver was experiencing significant personal and financial difficulties, she called Lee and inquired about the additional work that Lee had recommended.

8. After that phone conversation, on or about April 9, 2016, McKiver visited Lee again at her Greenwich office.

9. Lee told McKiver that the cost for the additional work would be \$500 and that this charge would "cover everything."

10. McKiver paid the requested \$500 fee.

11. Over the next 7-10 days, McKiver and Lee discussed McKiver's problems in person and by telephone on multiple occasions.

12. Lee told McKiver that she was "working" on "building a wall" between McKiver and her "darkness" and that she was "sending [McKiver] positive energy to fight and to help move the darkness".

13. Lee claimed that she was performing this "work" from St. Patrick's cathedral in New York City.

14. At some point, McKiver asked Lee what her "work" entailed, and Lee responded that she would inform McKiver later, after her life had become stable and happy again, but that most of her other clients were so happy that their lives had improved and that they never wanted to know.

15. After about 7-10 days after she started her "work", Lee told McKiver that she had concluded that the "darkness" was too strong for her "work" to be effective.

16. Lee further told McKiver that her "work" had informed her that the problem was "evil money" that McKiver had obtained in a divorce settlement with her ex-husband.

17. Lee questioned McKiver regarding how much money she had obtained from the divorce settlement, and she asked her how much of that money had been provided to assist McKiver's current husband with certain financial difficulties.

18. McKiver informed Lee that most of the divorce settlement had been used as a down payment on her home and that the remainder had been invested in a 401k retirement account.

19. McKiver also told Lee that she had taken early disbursements of \$50,000 from the retirement account in order to provide assistance to her husband.

20. Lee said that she needed to "present" \$50,000 of "good money" to her "work" in order to offset the \$50,000 of "bad money" in order to successfully counter the "darkness".

21. McKiver protested that she did not have \$50,000 remaining in her retirement account, and Lee asked how much money remained in the account.

22. McKiver responded that she had approximately \$37,000, but she protested that she could not afford to lose that money.

23. Lee told McKiver that she should put a check for \$37,000 in an envelope, leaving the payee blank" and to write her name, her husband's name, and the words "love", "trust", and other words on a piece of paper to be placed into a separate envelope. Lee further told McKiver to place both envelopes under her mattress and to light a candle, hold a white crystal, and to say a prayer for two nights.

24. Although she was skeptical, McKiver did as instructed, and she and Lee engaged in other practices as directed by Lee.

25. Lee told McKiver that these practices were having a positive effect but that, in order to completely remove the darkness, she needed to be able to present actual cash for her "work" in order to completely counteract the "evil money".

26. Lee told McKiver that she needed to withdraw the remaining \$37,000 that was in her 401k account and to give her two checks in the amounts of \$21,000 and \$16,000, leaving the payee blank.

27. Lee told McKiver that she would convert the checks to cash, put the cash in a box that would be kept at St. Patrick's cathedral, and that she would pray over it for six months as part of her work.

28. McKiver protested that she was could not afford to give Lee the money.

29. Lee told McKiver that, ideally, she should permit Lee to give the money to charity in order to cancel out the "bad money", and she told McKiver that after her fortunes changed, she would be able to afford doing so.

30. McKiver told Lee that she could not afford to donate the money, because it was her only "nest egg", and Lee assured McKiver that the money would be returned to her after six months if that is what she ultimately decided.

31. McKiver expressed concern that she needed the money after six months for purposes of paying a business debt, and Lee repeatedly assured Lee that she would get her money back at that time and that it would be safe.

32. By this time, Lee had earned McKiver's trust and confidence through their numerous conversations and meetings.

33. Specifically, Lee had falsely and fraudulently informed McKiver that she was the owner of a multi-million dollar mansion located in Riversville Road in Greenwich in which she claimed to live with various members of her family, , even though she did not own that property.

34. Lee also made specific and false statements to McKiver regarding the good fortune that had come to her other clients as a result of her "work", and she falsely and fraudulently claimed to be financially successful as a result of the generosity of her other wealthy and satisfied clients.

35. Through the course of their interactions, Lee had also persuaded McKiver to consider Lee to be a friend who genuinely had McKiver's best interests at heart.

36. McKiver believed that Lee was legitimately trying to help her, and she trusted and believed Lee when she repeatedly assured her that she would be able to get the money back at the end of six months.

37. In reality, Lee was acting at all times in a fraudulent and deceptive manner in order to secure McKiver's confidence so that she would entrust her with money that she would later misappropriate for her own purposes.

38. Believing that her feelings of trust and friendship were justified, and not being aware that she was being deceived, in mid-April 2016, McKiver liquidated her 401k and provided the checks to Lee as requested.

39. Lee repeatedly assured McKiver that her money was safe in a box in St. Patrick's cathedral, although Lee had misappropriated the funds for her own use.

40. On two occasions, McKiver had an urgent need for funds for family medical expenses and to make a mortgage payment, and Lee gave McKiver \$4,100 on those occasions.

41. McKiver began to ask about the return of the rest of her money approximately late September 2016 and asked for assurances that she would be receiving it in October after six months had passed.

42. After avoiding McKiver and the subject during multiple text exchanges, conversations, and meetings, Lee eventually told McKiver that she did not her money, claiming that she had converted the money to gold coins shortly after it was provided to her in April and that she had given the coins away because she believed it was necessary in order for her to do her "work" and remove the "darkness."

43. McKiver has suffered damages in the amount of \$32,900.

44. Lee has acted deceptively and unfairly in the course of her conduct of her business in violation of the Connecticut Unfair Trade Practices Act., Conn. Gen. Stat. § 42-110a *et seq.*

45. As a result of Lee's conduct, Plaintiff has suffered an ascertainable loss of money.

46. For Lee's violations of CUTPA, McKiver is entitled to damages, and in the discretion of the Court, punitive damages and attorney's fees and costs.

SECOND COUNT: CIVIL THEFT

1. McKiver incorporates paragraphs 1- 43 of the First Count as if fully set forth herein.

44. Lee took for her own possession and use McKiver's funds when those funds had been entrusted to her for other purposes.

45. Lee has committed civil theft and is liable to McKiver for triple her damages pursuant to Conn. Gen. Stat. § 52-564.

46. Lee is also liable for common law punitive damages for her willful and wanton conduct.

THIRD COUNT: CONVERSION

1. McKiver incorporates paragraphs 1- 44 of the Second Count as if fully set forth herein.

45. Lee has committed conversion and is liable to McKiver for her damages.

46. Lee is also liable for common law punitive damages for her willful and wanton conduct.

FOURTH COUNT: FRAUD

1. McKiver incorporates paragraphs 1- 43 of the First Count as if fully set forth herein.

44. Lee has made fraudulent misrepresentations to McKiver upon which McKiver has relied, and Lee is liable to McKiver for her damages.

45. Lee is also liable for common law punitive damages for her willful and wanton conduct.

FIFTH COUNT: MISREPRESENTATION

1. McKiver incorporates paragraphs 1- 43 of the First Count as if fully set forth herein.

44. Lee has made material misrepresentations upon which McKiver has relied to her detriment, and Lee is liable to McKiver for her damages.

45. Lee is also liable for common law punitive damages for her willful and wanton conduct.

SIXTH COUNT: BREACH OF CONTRACT

1. McKiver incorporates paragraphs 1- 43 of the First Count as if fully set forth herein.

44. There was an enforceable contract between Lee and McKiver that Lee would return the funds to McKiver upon request.

45. Lee has breached the contract and is liable to McKiver for her damages.

46. Lee is also liable for common law punitive damages for her willful and wanton conduct.

SEVENTH COUNT: CONVERSION

1. McKiver incorporates paragraphs 1- 43 of the First Count as if fully set forth herein.


44. Lee is liable to McKiver for her damages.

45. Lee is also liable for common law punitive damages for her willful and wanton conduct.


WHEREFORE, Plaintiff seeks:

1. Monetary damages, including treble damage and punitive damages, or more than \$15,000;
2. A prejudgment remedy in the amount of \$150,000.
3. Attorney's fees pursuant to Conn. Gen. Stat. § 42-110g;
4. Common law punitive damages
5. Costs; and
6. Such other relief as may apply at law or equity.

PLAINTIFF, SHEILA MCKIVER

By: 
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Juris No. 414047

The Plaintiff hereby verifies the accuracy of the allegations of this Verified Complaint.


Sheila McKiver

Sworn or affirmed to before me this 26 day of January, 2017.


Notary Public
My Commission Expires:
